

Prior Number 9906 4477

Producer Number 04861

Policy Number 9906 4477

Name & Address Policyholder

Avis Budget Group, Inc.
Aviscar, Inc. o/a Avis
Budgetcar, Inc. o/a Budget
1 Convair Drive East
Etobicoke, Ontario M9W 6Z9

Name & Address Producer

Aon Risk Solutions
5500 North Service Road, Suite 402
Burlington, Ontario L7L 6W6

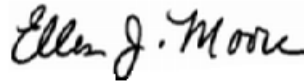
Term: From July 1, 2020 **To** Until Cancelled 12:01 am, standard time at place of issuance

Amount (dollars only) As Per Policy **Rate (dollars only)** \$1.75/rental day **Commission** 17.5%
Reporting Period: Monthly

In consideration of the stipulations herein named and of the premium above specified, the **Company** for the term specified above, does insure the named **Insured** on the subject matter of this insurance as described in the Rider(s) attached hereto and made part of this **Policy**.

"THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE"

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE PROVISIONS, STIPULATIONS AND CONDITIONS PRINTED HEREIN WHICH ARE HEREBY SPECIALLY REFERRED TO AND MAKE A PART OF THIS POLICY, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto. No term or condition of this **Policy** shall be deemed to be waived by the **Company** in whole or in part unless the waiver is clearly expressed in writing signed by a person authorized for that purpose by the **Company**. Neither the **Company** nor the **Policyholder** or the **Insured** shall be deemed to have waived any term or condition of this **Policy** by any act relating to the appraisal of the amount of loss or to the delivery and completion of proofs, or to the investigation or adjustment of any claim under the **Policy**.



Date July 23, 2020

Authorized Representative

In Witness Whereof, **CHUBB INSURANCE COMPANY OF CANADA** has caused this policy to be signed by its authorized officer.

**MISCELLANEOUS ARTICLES FLOATER
BROAD FORM**

Attached to Policy No. 9906 4477 of the Chubb Insurance Company of Canada

Territorial Limits: Unless otherwise provided, this **Policy** covers only within the continental United States and Canada.

SCHEDULE OF ARTICLES INSURED

Description	Amount of Insurance
Personal property accompanying the Insured whilst in course of transportation in a Rental Vehicle .	\$15,000.00

In course of transportation means from the time the cargo is loaded in the **Rental Vehicle** until it is unloaded at the final destination.

ELIGIBILITY CONDITIONS

To be eligible for coverage under the present policy, you must:

1. Have rented a rental vehicle from the **Policyholder**; and
2. Have met all the requirements for renting a motor vehicle from one of the abovementioned entities.

THIS PROPERTY IS INSURED FOR ACTUAL CASH VALUE

The amount of insurance set forth for specifically described individual items is a limit of liability for such items in the event of loss, subject to the actual cash value clause (valuation, paragraph 4) of the basic policy to which this form is attached.

DEDUCTIBLE

It is understood and agreed that each claim for loss or damage shall be adjusted separately, and from the amount of each adjusted claim **\$100.00** shall be deducted.

THIS POLICY INSURES:

against all risks of direct and accidental physical loss of or damage to the insured property from collision, overturn of the **Rental Vehicle**, landslide, flood due to rising water, hail, explosion, fire, windstorm and lightning, except as hereinafter excluded.

**THE PROVISIONS PRINTED ON PAGE 2 OF THIS FORM ARE HEREBY REFERRED TO
AND MADE A PART HEREOF**

THIS POLICY DOES NOT INSURE AGAINST:

- a) Loss or damage caused by normal wear and tear, rust, gradual deterioration, or depreciation.
- b) Loss or damage caused by inherent vice, insects or vermin.
- c) Loss or damage caused by error, omission, or deficiency in design, specifications, workmanship, or materials.
- d) Loss or damage caused by rain, dampness, or water from a source, except as a direct result of covered peril.
- e) Loss or damage caused by breaking, marring, scratching, dust, dryness, cold or heat, being spoiled, discoloured, moldy, mildewed, frosted, rotted, soured, steamed, or changed in flavour, except when the same is a result of a covered peril.
- f) Loss or damage caused by repair, restoration, being handled or worked on.
- g) Loss or damage caused by fraudulent, dishonest or criminal act(s) committed by an **Insured**, acting alone or in collusion with others.
- h) Loss or damage caused by illegal transportation or trade.
- i) Loss or damage caused by confiscation by a duly constituted government or civil authority.
- j) Loss or damage caused by delay, loss of use, loss of market, or other indirect or direct or consequential loss.
- k) Loss or damage caused by theft, burglary, robbery (or attempt thereat), mysterious disappearance, or unexplained loss of covered cargo.
- l) Loss or damage caused by nuclear hazard,
 - i. Any weapon employing atomic fission or fusion;
 - ii. Nuclear reaction or radiation, or radioactive contamination from any other cause.
- m) Loss or damage caused by war and military action,
 - i. War, including undeclared or civil war;
 - ii. Warlike action by a military force including action in hindering or defending against actual or expected attack, by any government, sovereign, or other authority using military personnel or other agent; or
 - iii. Insurrection, rebellion, usurped power of action taken by governmental authority in hindering or defending against any of these.
- n) Loss or damage caused by voluntarily giving someone possession of the covered cargo; other than to a parking valet or service technician for the purpose of parking, servicing, or repairing the **Rental Vehicle**.
- o) Loss or damage caused by intentional or expected acts of the **Insured**.
- p) Loss or damage caused by neglect of the **Insured** for not taking all reasonable means to save and preserve the covered cargo after any loss damage insured against.
- q) Loss or damage as a result of driving under the influence of alcohol or drugs or reckless driving.
- r) Loss or damage caused by strikes, riots, lockouts, labour disturbances, civil commotion, or the act of any person, or persons, taking part in such occurrences or disorder.
- s) Loss or damage caused by use of the **Rental Vehicle** for business or commercial purposes.
- t) Loss or damage occurring subsequent to a vehicle being obtained under a fictitious name, address, other false identification, or other fraudulent means or misrepresentation.

PROPERTY NOT INSURED:

- a) Currency, coins, bullion, deeds, documents, stamps, tickets.
- b) Contact lenses, eyeglasses, prosthetic devices.
- c) Jewelry, furs, fine art, antiques.
- d) Slide projectors, audio visual equipment, overhead projectors, desktop personal computers, televisions, computer printers.
- e) Food stuffs, liquor, medication, pharmaceutical goods, plants, animals, and other perishable goods.
- f) Animal mounts or other products of taxidermy.
- g) Cellular telephones, citizen band radios, tape players, radar detectors, radios and other sound reproducing or receiving equipment.
- h) Motor vehicles, including motorcycles and mobile equipment.
- i) Property used for business and or commercial purposes.
- j) Firearms, ammunition, holsters, firearm paraphernalia.

Attached to and forming part of Policy No. 9906 4477

All of the conditions herein set forth apply except as they may be modified or supplemented by the forms or endorsements attached.

STATUTORY CONDITIONS

MISREPRESENTATION:

1. Any misrepresentation, inaccurate representation or failure to disclose could lead to the Policy being cancelled, coverage being denied, or benefits being refused or reduced. Should you have any questions, please contact the Insurer.

PROPERTY OF OTHERS

2. Unless otherwise specifically stated in the contract, the **Company** is not liable for loss or damage to property owned by any person other than the **Insured**, unless the interest of the **Insured** therein is stated in the contract.

CHANGE OF INTEREST

3. The **Company** shall be liable for loss or damage occurring after an authorized assignment under the *Bankruptcy Act* or change of title by succession, by operation of law, or by death.

TERMINATION OF INSURANCE

4. (1) This contract may be terminated,
 - (a) by the **Company** giving to the **Policyholder** at the address shown in this **Policy** sixty (60) days written notice of termination by registered mail or personally delivered, unless (c) is applicable;
 - (b) by the **Policyholder** at any time on request;
 - (c) by the **Company** giving to the **Policyholder** at the address shown in this **Policy** fifteen (15) days notice of termination by registered mail or five (5) days written notice of termination personally delivered for non-payment of premium.
- (2) The sixty (60) days mentioned in clause (a) of subcondition (1) of this condition commence to run on the day following the receipt of the registered letter at the post office to which it is addressed.

REQUIREMENTS AFTER LOSS

5. (1) Upon the occurrence of any loss of or damage to the insured property, the **Insured** shall, if such loss or damage is covered by the contract, in addition to observing the requirements of conditions 8, 9 and 10.
 - (a) give notice thereof in writing to the **Company**, as soon as possible;
 - (b) provide the **Company** with a proof of loss along with the rental contract, as soon as possible within the thirty (30) days after the loss or, if you are a Quebec resident, within the year of the loss if you prove your impossibility to act within thirty (30) days after the loss:
 - (I) giving a complete inventory of the destroyed and damaged property and showing in detail quantities, costs, actual cash value and particulars of amount of loss claimed,
 - (II) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the **Insured** knows or believes,
 - (III) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the **Insured**.
 - (IV) showing the amount of other insurances and the names of other insurers,
 - (V) showing the interest of the **Insured** and of all others in the property with particulars of all liens, encumbrances and other charges upon the property,
 - (VI) showing any changes in title, use, occupation, location, possession or exposures of the property since the issue of the contract,
 - (c) if required give a complete inventory of undamaged property and showing in detail quantities, cost, actual cash value;
- (2) The evidence furnished under clause (c) of sub-paragraph (1) of this condition shall not be considered proofs of loss within the meaning of conditions 11 and 12.

FRAUD

6. Any fraud or willfully false statement in a statutory declaration in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

WHO MAY GIVE NOTICE AND PROOF

7. Notice of loss may be given, and proof of loss may be made, by the agent of the **Insured** named in the contract in case of absence or inability of the **Insured** to give the notice or make the proof, and absence or inability being satisfactorily accounted for, or in the like case, or if the **Insured** refuses to do so, by a person to whom any part of the insurance money is payable.

SALVAGE

8. (1) The **Insured**, in the event of any loss or damage to any property insured under the contract, shall take all reasonable steps to prevent further damage to any such property so damaged and to prevent damage to other property insured hereunder including, if necessary, its removal to prevent damage or further damage thereto:
- (2) The **Company** shall contribute pro rata towards any reasonable and proper expenses in connection with steps taken by the **Insured** and required under sub-paragraph 1 of this condition according to the respective interests of the parties.

ENTRY, CONTROL, ABANDONMENT

9. After any loss or damage to insured property, the **Company** shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the **Insured** has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the **Company** shall not be entitled to the control or possession of the insured property, and without the consent of the **Company** there can be no abandonment to it of insured property.

APPRAISAL

10. In the event of disagreement as to the value of the property insured, the property saved or the amount of the loss, those questions shall be determined by appraisal as provided under The Insurance Act before there can be any recovery under this contract whether the right to recover on the contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

WHEN LOSS PAYABLE

11. If your claim is approved, we will pay the benefit within sixty (60) days of receiving the proof required. If your claim is denied or we pay only a portion of the benefit, you will receive a letter explaining the reasons for our decision. We will send the letter within sixty (60) days of receiving the documents required to process the claim.

REPLACEMENT

12. (1) The **Company**, instead of making payment, may repair, rebuild, or replace the property damaged or lost, giving written notice of its intention so to do within thirty (30) days after receipt of the proofs of loss.
- (2) In that event the **Company** shall commence to so repair, rebuild, or replace the property within forty-five (45) days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

APPEAL OF AN INSURER'S DECISION AND RECOURSES

13. You may appeal the Insurer's decision if you disagree with the outcome. You have six (6) months from the date of the Insurer's decline of your claim to appeal the decision. Your appeal must be in writing to the Insurer. The Insurer will send you a written response within thirty (30) days following receipt of your request to review. You may also contact the Autorité des Marchés financiers or consult your own lawyer.

ACTION

14. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of Alberta and British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

NOTICE

15. (1) Any written notice to the **Company** may be delivered at, or sent by registered post to the chief agency or office of the **Company** in the Province or delivered or so sent to any authorized agent of the **Company** therein.
- (2) Written notice may be given to the **Insured** by letter personally delivered to him or by registered letter addressed to him at his latest post office address notified to the **Company**.

CHANGE IN PREMIUM RATES AT POLICY ANNIVERSARY DATE

16. The **Company** may, as of any **Policy** anniversary date, change the premium rates for this **Policy**. The **Company** must give the **Policyholder** at least thirty-one (31) days prior written notice of such change in premium rates.

ADDITIONAL CONDITIONS

NOTICE TO AUTHORITIES

- I Where the loss is due to malicious mischief, or is suspected to be so due, the **Insured** shall give immediate notice thereof to the police or other authorities having jurisdiction.

NO BENEFIT TO BAILEE

- II It is warranted by the **Insured** that this insurance shall in no way ensure directly or indirectly to the benefit of any carrier or other bailee.

PAIR AND SET

- III In the case of loss of or damage to any article or articles, whether scheduled or unscheduled, which are a part of a set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the set, but in no event shall such loss or damage be construed to mean total loss of set.

PARTS

- IV In the case of loss of or damage to any part of the insured property whether scheduled or unscheduled, consisting, when complete for use, of several parts, the **Company** is not liable for more than the insured value of the part lost or damaged, including the cost of installation.

BASIS OF SETTLEMENT

- V Unless otherwise provided, the **Company** is not liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.

SUBROGATION

- VI The **Company**, upon making any payment or assuming liability therefor under this **Policy**, shall be subrogated to all rights of recovery of the **Insured** against any person, and may bring action in the name of the **Insured** to enforce such rights. Where the net amount recovered after deducting the costs of recovery is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the **Company** and the **Insured** in the proportions to which the loss or damage has been borne by them respectively.

OTHER INSURANCE

- VII If, at the time of loss, the **Insured** has insurance from another source for benefits also provided under this **Policy**, the **Company** will pay eligible expenses only in excess of those covered by that other insurer, whether collectable or not.

LOSS

- VIII Any loss hereunder shall not reduce the amount of this **Policy**.

BREACH OF CONDITIONS

- IX This insurance shall not be affected by failure of the **Insured** to comply with any conditions of this **Policy** in any portion of the premises over which the **Insured** has not control. Conditions of this **Policy** relating to matters before the happening of a loss, breach of which would disentitle the **Insured** to recover, shall be read distributively, so that in the event of a loss, breach of such conditions in any portion of the property neither damaged nor destroyed, shall not disentitle the **Insured** to recover in respect of claim for loss to other portions of the property hereby covered that are damaged, but in which no breach of such conditions has occurred.

Where a loss occurs and there has been a breach of a condition relative to a matter before the happening of the loss, which breach would otherwise disentitle the **Insured** to recover under this **Policy**, the breach shall not disentitle the **Insured** if the **Insured** establishes that the loss was not caused or contributed to be the breach of condition.

PROPERTY OF OTHERS

- X In case of loss or damage to property of others held by the **Insured**, for which claim is made upon this **Company**, the right to adjust such claim with the owner or owners of the property is reserved to this **Company** and the receipt of such owner or owners of settlement in satisfaction thereof shall be satisfaction in full of any claim of the **Insured** for which such payment has been made. If legal proceedings be taken to enforce a claim against the **Insured** as respects any such loss or damage, this **Company** reserves the right at its option, without expense to the **Insured**. No action of the **Company** in such regard shall increase the liability of the **Company**.

ATTACHED TO AND FORMING PART OF POLICY NO.: 9906 4477

DEFINITIONS

“**Company**” means the insurance company indicated at the beginning of the **Policy**.

199 Bay Street, Suite 2500
P.O. Box 139, Commerce Court Postal Station
Toronto, Ontario
M5L 1E2

“**Insured**” means those persons who execute a rental agreement with the **Policyholder** and elect to purchase this coverage by so indicating on the **Policyholder’s** rental agreement and by paying the required premium

“**Policy**” means this contract of insurance.

“**Policyholder**” means the entity responsible for payment of premium as required.

“**Rental Vehicle**” means a truck or van designed for travel on public roads and rented from the **Policyholder** for the purpose of moving or transporting personal property.